

This document includes:

*Terms and Conditions "Day Diving, Courses and Packages".*

*Terms and Conditions "Safaris".*

*Useful information, What to bring with you and Additional Costs (all divers).*

*Copy of the Liability Release (all divers).*

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## Terms and Conditions - Day Diving, Courses and Packages

### Skills Review:

Many agencies recommend a Skills Review if it has been longer than six months since your last dive. Dive Life advises divers to follow the agency recommendation for safety reasons.

The Skills Review should be booked in advance and takes place on your first day. Alternatively, this can be completed prior to your arrival in resort and signed by an instructor in your diving logbook. Evidence of the date of your last dive should be shown in a logbook to avoid problems on check-in. In the interests of safety, Dive Life reserves the right to provide and charge for a Skills Review or Check Dive with an instructor or restrict diving activities if the instructor has any concerns regarding diver safety.

We are aware that even after a period of diving inactivity that you maybe an experienced diver, therefore we advise that you complete a Check Dive prior to starting your diving. This allows you to check your buoyancy in an unfamiliar diving environment and acquaint yourself with your equipment. This can be arranged locally and will be incorporated into your first dive and includes the following skills:

- Full mask removal and replacement
- Regulator recovery and clear
- Alternate air source use
- Demonstration of neutral buoyancy

All prices can be found on our price lists at [www.divelife.mx/precios](http://www.divelife.mx/precios)

### Medicals:

All diving guests in Mexico city, Cancun, Cozumel, Playa del Carmen and Mahahual are required to sign a self declaration medical which can be found here: [Medical Questionary](#)

All course students are required to sign a PADI Medical form prior to commencing with the course to be found: [Medical questionnaire](#)

If the diver or student has any of the medical conditions listed, signed clearance from a doctor will be required valid within 12 months. Where doctor's clearance is needed, we do ask guests to arrange this prior to arrival where possible to avoid any delays in resort.

### Insurance:

We recommend purchasing cancellation insurance, in the event of unexpected changes in your travel plans. Baggage/Dive Equipment Insurance is also recommended. We do require every diver to have valid accident and medical insurance. Should Diving Insurance not be obtained prior to your visit, this can be arranged in resort with AMBS at approximately 90 Dollars per person per year.

If your foreign office issues a travel warning and advises against travel to a specific destination we will hold on account any monies paid to us as credit to use against a future booking or change/cancel your booking free of charge.

### National Park, Port and Chamber Fees:

Each resort has slightly different National Park, Port and Chamber fees. These are paid locally and can be found at [www.divelife.mx/precios](http://www.divelife.mx/precios)

### Diving for Qualified Divers:

Dive Life dive guides will provide a detailed and comprehensive dive briefing before you enter the water with your buddy. When the guide is in the water they will remain with the group to navigate the site and to look out for any interesting marine life to show you. The dive guide will not provide any dive training during the dive and you and buddy dive together at your own risk. As qualified divers you are responsible for your own and your buddy's safety during the dive and to plan your dive and dive your plan by using either dive tables or a personal dive computer. You must begin, execute and end the dive with your dive buddy.

### Cancellation – Diving or Course only:

If a Dive or Course booking is cancelled at any time prior to arrival (for any reason), a refund of 65% will be arranged. Dive Life will hold the other 35% on account, to be used as part-payment for a future booking. This amount cannot be refunded or exchanged with a 3rd party. A cancellation fee of 75% will be charged to any cancellation being made due to a "promotional offer" being introduced after a booking has been confirmed.

**Cancellation – Hotel Package:**

If a Hotel Package booking is cancelled at any time up to 15 days before arrival (for any reason), a refund of 65% will be arranged. Dive Life will hold the other 35% on account, to be used as part-payment for a future booking. This amount cannot be refunded or exchanged with a 3rd party. If the cancellation is made with-in 14 days of arrival a cancellation fee of 40% will be charged to cover the hotel costs. Dive Life will hold the other 60% on account, to be used as part-payment for a future booking. This amount cannot be refunded or exchanged with a 3rd party. A cancellation fee of 75% will be charged to any cancellation being made due to a "promotional offer" being introduced after a booking has been confirmed.

**Cancellation while in resort:**

Any service booked with Dive Life that is cancelled by you in resort or due to bad weather cannot be refunded or exchanged for any other product or service. An insurance letter will be issued should you wish to make a claim concerning illness, injury or loss of diving due to bad weather. However Dive Life will in the case of daily diving and where operationally possible, attempt to provide alternative dives, but if this is not possible and as a goodwill gesture for those who do not wish to make an insurance claim, will offer a credit voucher to be used with Dive Life in the future. This voucher will be applicable for all of our diving resorts but cannot be passed on to a 3rd party.

*Note: It is the divers' responsibility to ensure sufficient insurance coverage is obtained for the diving element of the holiday; particular attention should be paid to excess charges that will be applied by insurance companies before settlement of any claim.*

**No show fee:**

Any guest in resort who signs up to dive but does not attend on the day, or does not call to cancel by 4.00pm the evening before the arranged day, may be charged a 10 Dollar per person cancellation fee.

**Late payment:**

For bookings where payment is not made prior to arrival in resort, Dive Life are not able to guarantee course or boat slots and any bookings will therefore be arranged and paid for locally in resort at full resort rates plus any applicable taxes.

**Surcharges:**

Dive Life reserves the right to apply an appropriate surcharge to its prices should economic changes (such as exchange rates, fuel prices, etc) make a material difference to its pricing structure.

- A minimum of 14 days notice will be given before such a surcharge becomes effective.
- No surcharge will be applied within 28 days of departure.
- If the surcharge results in an increase of 10% or more to the price of the dive package/dive course then cancellation with a full refund will be allowed. Notification of the intention to cancel must be made in writing within 14 days of the notification or the surcharge.

**Learn to Dive Guarantee:**

Details of the guarantee are as follows -

*PADI Scuba Diver, PADI Open Water, PADI eLearning:*

If, after the first day of tuition and before day 2, you decide not to continue then we'll refund your course fee. Refunds do not include payments made to PADI or the cost of any materials you may have purchased. There are no refunds available if you proceed beyond the first day tuition in resort and then decide to stop.

*Discover Scuba Diving (DSD):*

Should you decide to stop the course having completed the first pool or confined water training, we will refund the value of the Open Water dive, which is 30% of the cost. For all courses if you have to drop out due to illness, e.g. ear problems, then the matter is treated as an insurance claim and no refund is offered.

**Amendments to your booking:**

Amendments or cancellations of confirmed bookings should be emailed directly at the earliest opportunity to [info@diveLife.mx](mailto:info@diveLife.mx)

## Terms and Conditions – Safaris

### **Skills Review:**

Many agencies recommend a Skills Review if it has been longer than six months since your last dive. Dive Life advises divers to follow the agency recommendation for safety reasons.

The Skills Review should be booked in advance and takes place on your first day. Alternatively, this can be completed prior to your arrival in resort and signed by an instructor in your diving logbook. Evidence of the date of your last dive should be shown in a logbook to avoid problems on check-in. In the interests of safety, Dive Life reserves the right to provide and charge for a Skills Review or Check Dive with an instructor or restrict diving activities if the instructor has any concerns regarding diver safety.

### **Medicals:**

All diving guests in Mexico city, Cancun, Cozumel, Playa del Carmen and Mahahual are required to sign a self declaration medical which can be found here: [www.divelife.mx/precios](http://www.divelife.mx/precios)

All course students are required to sign a PADI Medical form prior to commencing with the course to be found: [Medical Questionary](#)

If the diver or student has any of the medical conditions listed, signed clearance from a doctor will be required valid within 12 months. Where doctor's clearance is needed, we do ask guests to arrange this prior to arrival where possible to avoid any delays in resort.

### **Insurance:**

We recommend purchasing cancellation insurance, in the event of unexpected changes in your travel plans. Baggage/Dive Equipment Insurance is also recommended. We do require every diver to have valid accident and medical insurance. Should Diving Insurance not be obtained prior to your visit, this can be arranged in resort with DAN or AMBS at approximately 90 Dollars per person per year.

### **Cancellations:**

If you cancel 12 weeks or more prior to departure a cancellation fee of 25% is charged 12 – 8 weeks prior to departure a cancellation fee of 50% is charged 8 weeks or less prior to departure a cancellation fee of 100% is charged

The above percentages are of the total booking cost, not on any deposit received.

For whole boat charters Dive Life understand the changeable nature of group bookings. The Group Leader should keep Dive Life informed if it looks unlikely that you will be able to fill the boat and every effort will be made to help you fill the charter.

If your foreign office issues a travel warning and advises against travel to a specific destination we will hold on account any monies paid to us as credit to use against a future booking or change/cancel your booking free of charge.

Cancellation of any Tech tanks must be received no later than 48 hours prior to your arrival. Failure to do so will incur a charge of 50% of the total rental cost. Trimix tanks will be subject to 100% cancellation fees.

All cancellations must be made in writing to [info@divelife.mx](mailto:info@divelife.mx)

### **Amendments to your booking:**

Any amendments of confirmed bookings should be emailed at the earliest opportunity directly to [info@divelife.mx](mailto:info@divelife.mx)

### **Itineraries:**

All Safaris itineraries are subject to various unpredictable changes including weather conditions and changes in Mexican Government approval. Whilst Dive Life makes every effort we cannot guarantee diving at specific sites. In adverse weather conditions the guides and captain of the boat will have the final decision about which dive sites to visit to ensure that the guests, staff and boats safety is not compromised in any way. If in the unfortunate event that dives are missed or dive sites are not reached due to weather conditions or other unforeseeable changes, Dive Life will not offer a refund or compensation.

### **Number of dives required:**

Dive Life recommends that for dive safaris all guests have a minimum of 30 logged dives.

For all other Dive Life itineraries guests must be PADI Open Water Diver or equivalent. We recommend that to get the most from our trips you are certified to 30 meters and are a PADI Advanced Open Water Diver. Please check each itinerary for further information. The PADI Advanced Open Water Course and selected PADI Specialty Courses are offered onsite upon request.

Only Cenotes require a minimum of 15 logged dives. Must be certified to dive to 30m to dive the cenotes of Angelita and Pit and be PADI Advanced Open Water Diver to participate in night dives.

### **Diving for Qualified Divers:**



Dive Life dive guides will provide a detailed and comprehensive dive briefing before you enter the water with your buddy. When the guide is in the water they will remain with the group to navigate the site and to look out for any interesting marine life to show you. The dive guide will not provide any dive training during the dive and you and buddy dive together at your own risk. As qualified divers you are responsible for your own and your buddy's safety during the dive and to plan your dive and dive your plan by using either dive tables or a personal dive computer. You must begin, execute and end the dive with your dive buddy.

**Hotel Changes:**

In the unlikely event that Dive Life changes the hotel you have booked for reasons beyond our control we aim to provide a hotel of the same standard however in the event this is not possible we will reimburse you the difference in cost.

**Unconfirmed Sailings:**

The sailing of any Dive Life boat is unconfirmed until minimum numbers are booked. It is very rare that minimum numbers are not achieved but if this is the case 3 weeks prior to departure we reserve the right to offer another boat of the same standard or higher but if this is not possible we will reimburse the cost difference to the lower quality boat. The alternative boat may operate a slightly different itinerary. If no alternative boat is available then we can offer you day diving or a full refund.

**Surcharges:**

Dive Life reserves the right to apply an appropriate surcharge to its prices should economic changes (such as exchange rates, fuel prices, etc) make a material difference to its pricing structure.

- A minimum of 14 days notice will be given before such a surcharge becomes effective.
- No surcharge will be applied within 28 days of departure.
- If the surcharge results in an increase of 10% or more to the price of the dive package/dive course then cancellation with a full refund will be allowed. Notification of the intention to cancel must be made in writing within 14 days of the notification or the surcharge.

**Safety Equipment:**

Each safari guest is required to carry a Surface Marker Buoy (with a minimum 5 metres of line to deploy during the safety stop) and a torch per person on all Safaris.

**Marine Parks:**

Night Diving is not allowed in cenotes and Chinchorro Marine Park. Combine this with long travelling times and itineraries such as Simply the Best, although they provide some of the best diving the Mexican Caribbean has to offer, do have a reduced number of dives per day.



## Useful Information

### For all divers

- Divers must ensure that they leave a minimum of 18 hours between their last dive and their flight departure (or going to altitude).
- The full Mexican visa is required when diving in Quintana Roo or taking part in a Caribbean Safari, for guests wishing to (and assuming dive level/experience allows) dive Cozumel or the wrecks of Chinchorro.

### Snorkeling/Non divers joining a dive boat or Safaris

- Both snorkelers and non divers will be required to complete a liability form at the time of check in. Snorkelers can only enter the water when an Instructor/Guide is on the boat to observe or unless accompanied in the water by a certified diver and will be required to wear a floatation aid at all times.
- In Mahahual, it is not permitted to snorkel at the majority of dive sites we visit in Chinchorro and Xcalac, therefore joining a boat to local dive sites would be more suitable.

### Courses

- All courses have a PADI certification fee of US\$ 40 payable locally on completion of the course.
- It is required that all course students have their own personal set of materials. These are not included in the course rates (except where stated i.e. PADI Specialty Courses) and are available to purchase locally from our dive centre shop. Materials are not required to own for the Discover Scuba Diving and Skills Review programs.
- Course paperwork needs to be signed by a parent or guardian for students under the age of 18.
- Open Water Courses (and on occasions other recreational courses) can run over into an additional day should this be required in order to cover course objectives and standards then an extra days training fee will apply.
- Depending on which resort is visited; confined water training can take place in shallow sea or in a swimming pool. Open water training can be from the shore, boat or a mixture of both.

### Children:

Children aged 12 years or younger participating in a diving course must be accompanied by a parent or guardian at the dive centre, boat, poolside, beach and on the boat when the student is in the water. Children aged 15 years or younger must be supervised by a parent or designated responsible adult at all times whilst on board a Dive Life day diving boat or Safaris. Children may be accepted onboard for a full charter, subject to consent from the group leader.

Babies and infants are allowed on board Dive Life day diving boats at the discretion of the Dive Centre Manager whilst considering the comfort of other Dive Life guests onboard. The minimum age requirement for RIB boat trips is 8 years old. Places are subject to availability and you should discuss options with reservations before confirming your booking. Dive Life cannot provide a legal chaperon service.

### Additional charges for Day Diving, Courses and Packages:

Any equipment rental, port, marine & chamber fees, special tank requests, shop purchases (including materials & certification fees) paid locally will be subject to 10% sales tax.

Prices can be subject to change without prior notice. Current prices can be found at [divelife.mx/precios](http://divelife.mx/precios)

### What to bring with you

#### When Daily Diving:

- Certification card
- Confirmation Voucher
- Logbook (showing proof of min. 1 logged dive within the last year)
- Passport (for boat permissions)
- Medical form
- Dive Insurance details (can be purchased locally)
- Dive Equipment (unless renting)
- Swimsuit, Towel & Suntan Lotion
- Money for lunch, drinks and sundries

#### When taking part in a Course:

- As above for daily diving where applicable, plus:
- Referral form valid within 1 year & Manual/ RDP (for Referral courses only!)
- PADI Medical form
- Course Materials (can be purchased locally)

#### When joining a Safari:

- Certification card
- Confirmation Voucher
- Logbook (showing proof of 1 logged dive within the last year)
- Passport
- Medical form
- Travel Insurance details Ø Dive Insurance details (can be purchased locally)
- Dive Equipment (unless renting)
- Swimsuit, Towel & Suntan Lotion
- Personal Clothing & Toiletries
- Small Medical first aid box & prescription medicines
- Money to pay for extra's such as crew tips

#### Nice to bring but not necessary:

- CD's, Video's, DVD's, Books
- Laptop, Mobile Phone, CD Player
- Video & Photo Camera Ø GPS Tracker & Binoculars

### Accepted forms of payment (At Dive Centers & on Safaris)

- Mexican Pesos
- US Dollars
- Euros
- Credit Cards – Visa/Mastercard



## Liability Release - for all divers

*All divers are required to produce a valid certification/qualification and sign a completed registration form/waiver (as below) prior to the commencing diving activities*

### **Diving Issues you should be aware of when diving in the Caribbean.**

#### **Your booking conditions with Dive Life.**

In signing this form I acknowledge that I have read and agree to its contents and understand the implications and risks involved. I agree to follow the safe diving practices of my training organization(s).

The Mexican Authorities state a maximum diving depth of 40 meters for more experienced divers however Dive Life recommend 30 meters as most insurance companies only cover to a depth of 30 meters when diving with air and Enriched Air NITROX. Different rules apply when diving with technical diving equipment and this will be explained if technical diving is undertaken. I agree that it is my responsibility to check my insurance cover.

**DIVING:** I agree not to exceed the maximum limit under any circumstances barring a life-threatening emergency. I also understand that it is my responsibility to check to what depths my insurance provides cover. I understand that should I break this rule Dive Life reserves the right to stop me diving with no refund for diving packages. Dive Life dive guides will provide a detailed and comprehensive dive briefing before I enter the water with my buddy, when the guide is in the water they will remain with the group to navigate the site and to look out for any interesting marine life to show me. I am aware that the guide will not provide any training during the dive and I, and my buddy pair, dive at our own risk. As a qualified diver I am responsible for my own and my buddy's safety during the dive and to plan my dive and dive my plan by using either dive tables or a personal dive computer. I must begin, execute and end the dive with my dive buddy.

I confirm that I have been advised and informed of the inherent hazards of skin and scuba diving. I understand that skin and scuba diving can cause physical strain or exertion, not normally experienced in non-diving situations. I assume all risks connected with scuba diving and will not hold Dive Life responsible for any injuries including but not limited to, those resulting from heart attack, physical/mental strain or exertion, or barotrauma, including decompression sickness or arterial gas embolism.

**ENRICHED AIR NITROX:** I agree to abide by the maximum operating depth limits applicable to my level of training and the gas mix used. I agree to personally analyze cylinders for my use and complete the fill station log.

**MEDICAL:** I confirm that I have no current or historic illness, disease or medical condition, which could lead to the injury of myself, any other diver or employee of Dive Life, whilst skin or scuba diving. I am happy to complete the "Medical Statement" that is a requirement laid down by the Mexican Authorities. If I am in doubt as to my health, past or present and the effect this may have on dive safety, I agree to be independently examined prior to diving.

I agree not to drink any alcoholic beverages before I dive. I give Dive Life my permission to stop me from diving should I drink any alcoholic beverages before diving or if I am still under the influence of alcohol before diving. I agree not to dive after use of medication or when feeling unwell.

**EMERGENCY:** I agree to bear all the costs of medical treatment, chamber costs, recovery and transport charges in the event of an accident. Should the case arise that I am unable to decide for myself I authorize Dive Life and their agents to arrange medical treatment on my behalf. I will provide Dive Life with details of my insurance company, policy number and Medical Emergency Telephone number. I do understand that if any accident happens, it might take some time to reach a medical centre, so I will abide to safety standards and listen carefully to the instructions of Dive Life employees.

**BOAT SAFETY:** Extra due care and attention is required when diving, operating and living on boats due to the increased hazard of, but not restricted to, movement in rough seas, wet decks and equipment movement. I undertake to take extra care whilst on board a boat and will not hold Dive Life responsible for any damages incurred that can be attributed to normal boating hazards. I accept the increased risk of diving near to and from boats and Zodiac & Inflatable and accept that extra care and vigilance is required on my behalf.

**NATURE:** I understand that there is marine life that may cause bodily injury if touched or harassed and therefore I agree not to feed, touch or harass the marine life. I will not wear gloves.

**EQUIPMENT:** Dive Life maintains scuba equipment for service on a rental basis. This equipment is not in any way guaranteed either as to correct construction or safe use. Parties renting and using this equipment will do so entirely upon their own judgment and at their own risk. I have inspected the equipment and find that is in good working order and free from defects. I agree to return the equipment at the end of the rental period in the same condition, fair wear and tear expected, and will be responsible for the loss or damage to the said equipment including freight charges and import duty. Equipment returned late is subject to a late charge. No refunds will be paid due to non-use of equipment. Rentals are per 24-hour or part period. A security deposit is required on all rentals. Dive Life is not responsible for any damages or losses of any equipment whether the property of the client or Dive Life.

I agree that Dive Life will not be held liable or responsible for an injury I sustain as a result of not adhering to the above items.

**INSURANCE:** Dive Life is a Mexican company and comes under Mexican law. Dive Life has "Dive-Master" liability cover for diving activities. There is no third-party liability insurance of European nor American standards available in Mexico and hence Dive Life insist that guests have adequate personal diving and non-diving insurance to cover all diving and non-diving risks involved in the service provided by Dive Life. IT IS MY RESPONSIBILITY to check that my insurance provides adequate cover and that I dive within the limits of the cover provided. Chamber costs are high in Mexico. We also advise that it is important to have good travel insurance to cover accidents of a general nature.

**JURISDICTION:** The contract between you and Dive Life is made on the terms of these booking conditions, which are governed by Mexican Law and clients shall be subject to the sole jurisdiction of the Mexican courts.